

BENJAMIN J. CAYETANO  
GOVERNOR



RAYMOND H. SATO  
COMPTROLLER

MARY PATRICIA WATERHOUSE  
DEPUTY COMPTROLLER

**STATE OF HAWAII**  
**DEPARTMENT OF ACCOUNTING**  
**AND GENERAL SERVICES**  
P.O. BOX 119  
HONOLULU, HAWAII 96810-0119

*mt*

March 20, 2000

Ms. Nani Lindsey  
The Lange Group  
1100 Ward Avenue, Suite 1050  
Honolulu, HI 96814

Dear Ms. Lindsey:

SUBJECT: Notice to Proceed  
ICS-FY-99-52  
Services to Develop and Implement a Replacement Land Court  
and Regular Automated Tracking System for the State of Hawaii

Enclosed is a fully executed copy of Agreement No. ICS-FY-99-52, Part 1 for your file.  
You are notified to proceed with the work upon receipt of this contract.

If you have any questions on this matter, please call Ms. Barbara Tom at  
(808) 586-1920.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator  
Information and Communication Services  
Division

Enclosures

301049



**STATE OF HAWAII  
AGREEMENT FOR GOODS OR SERVICE  
BASED UPON COMPETITIVE SEALED PROPOSALS**

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of January 18, 1999, between the \_\_\_\_\_

Department of Accounting and General Services

(Insert name of state department, agency, board, or commission)

State of Hawaii (hereinafter "STATE"), by its Comptroller

(hereinafter "DIRECTOR"), and Unique Computer Systems, Inc.

dba THE LANGE GROUP

(hereinafter "CONTRACTOR"), a Corporation

(Insert "corporation," "partnership," "joint venture," "sole proprietorship," or other legal form of the Contractor)

under the laws of the State of Hawaii, whose business address and taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050  
Honolulu, Hawaii 96814

Taxpayer ID: 1019306 Federal: 99-0206123

**RECITALS**

A. The STATE is in need of the goods or services, or both, described in this Agreement and its attachments.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), sections 3-122-41 through 3-122-60, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

F. Money is available to fund this Agreement pursuant to:

(1) Act 91, SLH 1999 or (2) \_\_\_\_\_

(Identify state sources)

(Identify federal sources)

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both, in the following amounts:

State \$1,297,668.45

Federal \$

G. Pursuant to 26-6 HRS

(Legal authority to enter into agreement)

, the STATE is

authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the CONTRACTOR agree as follows.

1. Scope of Performances. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number <sup>ICS FY 99-52</sup> ("Request"), and the CONTRACTOR's accepted proposal ("Proposal"), both of which, even if not physically attached to this Agreement, are hereby made a part this Agreement.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed One Million Two Hundred Ninety Seven Thousand Six Hundred <sup>\$1,297,668.45</sup> DOLLARS (\$ ), including taxes, at the time and in the manner set forth in the Request and CONTRACTOR's proposal.

3. Bonds. The CONTRACTOR (is) (~~is not~~) required to provide a (performance) (payment) (performance and payment) bond in the amount of No DOLLARS (\$ 0.00 ).

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, is attached and is made a part of this Agreement.

5. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of One Hundred DOLLARS (\$ 100.00 ) per day, in accordance with the terms of paragraph 9 of the General Conditions.

7. Notices. Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Director shall be sent to the Director's office in

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Honolulu, Hawaii. Notice to the agency procurement officer shall be sent to: \_\_\_\_\_

\_\_\_\_\_. Notice to the CONTRACTOR at the CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

STATE

By



Print Name Raymond H. Sato

Title State Comptroller

Date

3/17/00

FUNDING AGENCY (to be signed by head of funding agency if other than the Comptroller)

By



Print Name Timothy E. Johns

Title Chairperson, Board of  
Land and Natural  
Resources, Director of  
Land and Natural  
Resources

Date March 23, 2000

CONTRACTOR

By



Print Name Yolanda H. Lindsey

Title President

LS

Date

January 26, 2000

APPROVED AS TO FORM:



Deputy Attorney General

\*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.

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## CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. **By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development<sup>1</sup>**

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.

Raymond H. Sato  
(signature)

3/17/00  
(date)

Raymond H. Sato

Print Name

State Comptroller

Print Title

2. **By the Director of Human Resources Development, State of Hawaii<sup>2</sup>**

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16( ).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title, if designee of Director  
of Human Resources Development

<sup>1</sup>This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

<sup>2</sup>This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See **NOTE** at footnote 1.

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CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii

City & County of Honolulu

SS.

On this 26<sup>th</sup> day of January, 2000, before me personally appeared Yolanda H. Lindsey, to me personally known, who being by me duly sworn, did say that he/she is the

President of Unique Computer Systems, Inc. dba The Lange Group, the

CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.



Notary Public, **GAYLE VILLADOS**

My commission expires: 06-14-2000

301054

STATE OF HAWAII  
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in section 3-122-122 and submitted pursuant to section 3-122-125; either actually or by specific identification in writing to the procurement officer in support of ICS-FY-99-52\*, are accurate, complete, and current as of November 15, 1999\*\*\*  
(month, date, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the (State) which are part of the proposal. Please type or print:

<b>Firm:</b> Unique Computer Systems, Inc. dba THE LANGE GROUP	<b>Date of Execution: ***</b>  December 22, 1999
<b>Name:</b>  Yolanda H. Lindsey	<b>Title</b>  President

  
(Signature)

1-26-2000  
(Date)

(End of Certificate)

\* Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g. RFP Number).

\*\* The effective date shall be a mutually determined date prior to but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of the agreement, showing that the negotiated price is not based on accurate, complete, and current data.

\*\*\* This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

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## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of Unique Computer Systems, Inc.  
dba The Lange Group, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR /is/ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest. \*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement

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CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, January 26, 192000.

CONTRACTOR

By 

Title President

\*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

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## SCOPE OF SERVICES

## CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT  
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM  
FOR THE STATE OF HAWAII

The Scope of Services to be provided by this contract is as defined in RFP No. ICS-FY-99-52 and the proposal of the Contractor submitted and awarded for completion of work for Part 1.

Part 1 = Lange Group and is for Phases 1 through 5, as follows:

1.	Establish BOC Network	240,782.21
2.	BCIS Reqmts Validation	48,458.02
3.	Replace REG and LC System	408,104.01
4.	Imaging Capability – BOC	519,230.95
5.	Imaging Capability – BCIS	<u>81,093.26</u>

Total Initial Contract amount	1,297,668.45
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Part 1 Total Bid = 1,701,985.54; Post Imp Support = 267,752.80

Remaining for Supplemental Agreements	=	404,317.09
		267,752.80 (support)
		<u>97,461.46 (optional)</u>

Total: Lange Group for Part 1 solution	2,067,199.80
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TIME OF PERFORMANCE

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT  
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM  
FOR THE STATE OF HAWAII

The Time of Performance of Services is as defined in the RFP and amended by the Best and Final Offer Request letter included by reference by this contract to Lange Group. The Best and Final submission letter includes implied amendments to the Section 2.3 Significant Dates in the RFP (attached for reference).

Time of Performance is as proposed by Part 1 vendor – Lange Group

The initial contract is expected to terminate June 30, 2000.

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## 2.3 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows: All time is shown as Hawaiian Standard Time (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to October 8, 1999
Best and Final Offer Due; 10:00 a.m.	November 15, 1999
Contractor Selection	November 26, 1999
Notice of Award	December 1, 1999
Notice to Proceed/Estimated Date of Contract Issuance	December 13, 1999
Estimated Start Date	December 15, 1999
Work Plan Presentation for PART 1	December 27, 1999
Work Plan Presentation for PART 2	December 27, 1999
Final Work Plan Submission for PART 1	January 10, 2000
Final Work Plan Submission for PART 2	January 10, 2000

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Estimated Initial Contract Period for Part1

December 15, 1999  
to June 30, 2000

Estimated Completion Date: Part 1 and 2 all Phases

June 30, 2001

Estimated Completion; Post Implementation Support

June 30, 2004

**301061**

COMPENSTION AND PAYMENT SCHEDULE

CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT  
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM  
FOR THE STATE OF HAWAII

The Compensation and Payment Schedule for this contract is as defined in RFP No. ICS-FY-99-52 and the proposal of the Contractor submitted and awarded for completion of work for Part 1 to Lange Group.

The Best and Final Offer Request letter amends Special Provisions in the RFP and is included in this contract by reference.



**STATE OF HAWAII**  
**DEPARTMENT OF ACCOUNTING**  
**AND GENERAL SERVICES**  
P.O. BOX 119  
HONOLULU, HAWAII 96810-0119

November 1, 1999

Ms. Nani Lindsey  
THE LANGE GROUP  
1100 Ward Avenue, Suite 1050  
Honolulu, Hawaii 96814

Facsimile: (808) 599-5264

Dear Ms. Lindsey:

Re: RFP ICS-FY-99-052, PART 1

Please submit a Best and Final Offer to the Information and Communication Services Division, attention Barbara Tom by 10:00 a. m. on November 15, 1999, based on the following additional required information of the original RFP. In your best and final, indicate your agreement or elaborate on how you plan to achieve the results desired.

1. ICSD recently installed the RS/6000 SP2 system. Leverage this recent acquisition to meet the requirements of Section 3.8 of RFP No. ICS-FY-99-052.
2. Price schedule is to be based on an amendment to Section 3.10, IMPLEMENTATION PLAN, paragraph 1, to state:

"The minimum expected to be completed in the initial contract period for Part 1 consists of phases determined as Phase 1 (tasks 1-3), Phase 2 (tasks 4-5), Phase 3 (tasks 6-7), Phase 4 (tasks 8-9), Phase 5 (task 10), and Phase 6 (task 11) will be contracted based upon available funding. Part 2 (task 12) will also be awarded and contracted based on availability of funding. Any remaining work shall then be contracted as supplemental agreements for phases based on available funding."

Please provide your pricing based on the above changes.

3. The RFP is further amended to replace Appendix B, Page B-1 (Final May 3, 1999), to correct the TERM OF CONTRACT, sentence one to state:

"Term of contract shall be initially, and subsequently, for a period agreed upon by the contractor and the Bureau of Conveyances (BOC) to complete the work required for all phases contracted."

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Appendix B, Page B-1 (Final May 3, 1999), METHOD OF AWARD, is also amended by adding:

"Award to be based on substantive evaluation by the Project Review Committee. Execution of Contract and Notice to Proceed will be in the manner provided for in the implementation phases. However, Notice to Proceed may be accelerated but not necessarily in the sequence described in Section 3.10 as amended."

Will this pose a problem for you?

4. Immediate and timely remediation of the new system is critical to our public servicing requirements. Programming and technical assistance located in Honolulu supports this need. Please provide a detailed schedule of post implementation charges to ensure reliable on-site response and long term support. Charges should also reflect hardware and software support that includes but is not limited to license fees, maintenance and support fees, and any recurring charges anticipated.
5. Parallel testing of the new system will be conducted with no interruptions to operations. How will this be accomplished and will parallel testing involve the entire BOC staff?
6. The RFP calls for the migration of the current LCATS (Land Court Automated Title System) information to the BCIS. Based on the above, please elaborate on how your solution accommodates and supports this requirement.
7. Remote sites on the neighbor islands are to be fully functional. Please elaborate on your proposal, specifically equipment, communication options, hardware and software configuration requirements. Also identify potential restrictions that may be encountered. Site selections limited to Oahu (Honolulu), Kauai (Lihue), Maui (Wailuku), and Hawaii (Hilo and Kona).
8. Internet access poses security problems. Please identify the security levels included in your proposal and the problems they address. Is there a security "master" to identify different security options?

Should you have any questions, contact Barbara Tom, Planning and Project Management Officer, at (808) 586-1920.

Sincerely,



Lester M. Nakamura, Administrator  
Information and communication  
Services Division

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**SPECIAL CONDITIONS**

**CONTRACT FOR RFP NO. ICS-FY-99-052 – PART 1**

**SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT  
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM  
FOR THE STATE OF HAWAII**

The Special Conditions for this contract is titled Appendix B Special Provisions in the RFP and are attached for information as overrides to General Conditions (also attached).

The Best and Final Offer Request letter to Lange Group for Part 1 amends Special Provisions in the RFP and is included in this contract by reference and is attached.

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## APPENDIX B

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### SPECIAL PROVISIONS

The Special Provisions is included in this appendix as a separate document.

#### SCOPE OF WORK

This RFP solicits offers to provide services to develop and implement a replacement Land Court and Regular Automated Tracking system for the Bureau of Conveyances (BOC's) multiple existing systems. The new system will meet all process, function, data, security, and other technical requirements of the BOC, and offerors shall propose a packaged solution for effective automation of the BOC as well as services required to modify, test, convert, and implement a replacement system for the BOC.

It is the responsibility of the Contractor to deliver all the products and services detailed in this RFP in accordance with the State standard methodology for the tasks and activities, as well as deliverable phase end documents for the Packaged System Life Cycle, including External and Internal Specifications and Programming for all customization of packaged software that may be necessary and to complete the Test, Conversion, and Implementation phases and documents (or a pre-approved contractor methodology and its tasks/activities and documentation).

All proposed work shall be in accordance with these Special Provisions, specifications, and the General Terms and Conditions, included by reference and made a part hereof. Copies of the General Terms and Conditions are contained in Appendix C of this RFP.

#### TERM OF CONTRACT

Term of contract shall be initially for a nine months period, beginning approximately August 2, 1999 and ending March 31, 2000. Subsequent Supplemental Agreements may be executed for Phase 2, and post implementation support, with final completion of all work and termination of the contract and all Supplemental Agreements, including post implementation support, by December 31, 2004. The project/contract, or any of its supplemental agreements, may be extended by mutual agreement for additional mutually agreed periods of one (1) year, up to three such extensions.

#### BID PREPARATION

Offeror must submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If the offer is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

#### METHOD OF AWARD

Prior to Awarding Contract, the State will require verification of the following insurance coverages:

Workers Compensation  
Temporary Disability  
Unemployment Insurance

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## APPENDIX B

Prepaid Health Insurance  
Liability Insurance (See Provision below)

### PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

For the fiscal year period August 2, 1999 to March 31, 2000, the State agrees to pay the Contractor for satisfactory completion of work for Phase 1, which minimally is expected to include Tasks 1-6. The initial contract amount is dependent upon the proposal/solution selected by the BOC and awarded.

The remainder of the work, i.e. Phase 2, Tasks 7-11, shall not be performed by the Contractor and the State will not be required to pay for such work unless and until funds are available. Therefore, if and when funds become available, the State and the Contractor will execute supplemental agreement(s) to this contract covering the remainder of the work for a which Contractor shall be paid at the rate accepted by the State, contingent upon availability of funds. Therefore, in the event that funds for Phase 2 are not appropriated and allotted in future fiscal years, this agreement will terminate with no further liability or obligation by the Contractor or by the State.

Part 2, Task 12 may be proposed and awarded separately.

### ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS & CONDITIONS

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms & Conditions Not Applicable. This solicitation is a Request for Proposals. Sections 2.11 and 2.14 of the General Terms & Conditions, which apply specifically to the Request for Proposals method of source selection, are not applicable to Invitations for Bids. Also sections 2.10 and 2.13, which apply specifically to the Invitation for Bids method of source selection, are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

### PERMITS, CERTIFICATES, AND LICENSES

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The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work as

## **APPENDIX B**

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specified.

### **WORK PROGRESS**

In the event the Contractor anticipates or encounters any difficulties with regard to targeted completion dates or any requirement of the contract, the Contractor shall, in writing, immediately notify the ICSD Procurement Officer, providing all pertinent details which will be for informational purposes only. Receipt of such notification by the ICSD Procurement Officer shall not constitute any expressed or implied agreement of modification to the contract.

### **CUTTING AND FITTING**

No cutting, notching, drilling, or altering of any kind shall be done to the building by the Contractor without first obtaining permission from the DLNR. Further, this work may require compliance to Chapter 104, Hawaii Revised Statutes, titled Wages and Hours of Employees on Public Works (see provision for Rate of Wages & Wage Certificate below).

### **BUILDING REPAIRS**

The Contractor shall be liable and responsible for any building repairs required by reason of Contractor's work and caused by Contractor's employees. Any required repairs of any kind shall be made at the cost of the Contractor. The Contractor shall take the necessary precautions to protect the building areas adjacent to Contractor's work.

### **ACCESS AND AUTHORITY**

The work shall be available for inspection, at any time, by the department or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced with those called for in the specifications.

The department's representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their judgment, the materials furnished or the work being done is not in strict accordance with the Specifications herein, or until any objectionable person or material is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract. Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra compensation shall be allowed the Contractor by reason of such stoppage or suspension. The State shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction of the State before executing the Contractor's rights hereunder.

### **CLEAR AWAY**

Throughout the progress of work under this contract, the Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by the Contractor and leave the work areas in a "broom clean" condition on a daily basis. At the completion of its work, the Contractor shall leave the premises in a clean and finished condition.

### **LIABILITY INSURANCE**

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## APPENDIX B

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

### Coverage

Commercial General Liability  
(occurrence form)

### Limits

\$300,000 combined single limit  
per occurrence for bodily  
injury and property damage

Each liability insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P.O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect or willful misconduct connected with this contract.

## INVOICING

Contractor shall send an original and three (3) copies of the invoice(s) to:

Department of Land and Natural Resources  
Bureau Of Conveyances  
1151 Punchbowl Street, Rom 120  
Honolulu, Hawaii 96813

Attention: Mr. Carl Watanabe  
Telephone: (808) 587-0120

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## APPENDIX B

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### RATE OF WAGES & WAGE CERTIFICATE

- a. Section 103-55, HRS. Refer to the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which contractor certifies that the services required will be performed pursuant to Section 103-55, HRS.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to Offeror's network installers, Offeror must sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Work described in this RFP shall be performed by employees paid in accordance with the requirements of Chapter 104, HRS (see subsection b below).

- b. Chapter 104, HRS. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations shall be paid to the various classes of Electrician engaged in the performance of this contract on the job site (if Offeror engages the services of an Electrician for this project). All work shall be done in accordance with Attachment A to this RFP. Reference is made to Chapter 104, HRS, Wages and Hours of Employees on Public Works.

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## **APPENDIX B**

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### **ATTACHMENTS**

**301071**

## **APPENDIX B**

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### **ATTACHMENT A**

#### **REQUIREMENTS OF CHAPTER 104, HRS WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS**

Pursuant to Chapter 104, HRS, the minimum wages that shall be paid to the various classes of laborers and mechanics engaged in the performance of the contract on the job site shall be in accordance with the attached schedule of wages promulgated by the director of the Department of Labor and Industrial Relations.

The minimum wages shall be periodically increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the director of labor and industrial relations.

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day. For purposes of determining overtime compensation, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the director to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the State.

The contractor or the contractor's subcontractor shall pay all mechanics and laborers (listed on the attached schedule) employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account, except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five working days prior to the time of payment, at wage rates not less than those stated in the contract and specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics.

The rates of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the rates of wages shall be given to each laborer and mechanic employed under the contract by the contractor at the time each laborer and mechanic is employed, provided that where there is a collective bargaining agreement the contractor does not have to provide the contract's employees the wage rate schedules.

The governmental contracting agency may withhold from the contractor so much of the accrued payments as the governmental contracting agency may consider necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the job site the difference between the wages required by the contract or specifications and the wages received and not refunded by the laborers and mechanics.

A certified copy of all payrolls shall be submitted weekly to the governmental contracting agency. The general contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the director of labor and industrial relations attached to the contract, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed.

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## APPENDIX B

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Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the contractor and the subcontractors, if any, during the course of the work and preserved for a period of three years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The records shall be made available for inspection by the purchasing agency, director, and any authorized representatives thereof who may also interview employees during working hours on the job.

If the purchasing agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the purchasing agency may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the contractor and the contractor's sureties (if any) shall be liable to the purchasing agency for any excess costs occasioned thereby.

301073

# WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: ICS-FY-99-52

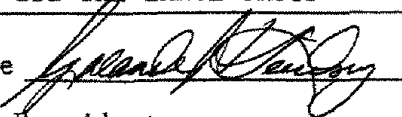
Title of IFB/RFP: Services to Develop and Implement  
a Replacement Land Court and Regular Automated  
Tracking System, Dept. of Land & Natural Resources  
(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Unique Computer Systems, Inc.  
Offeror dba THE LANGE GROUP  
Signature   
Title President  
Date January 26, 2000

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The following provision is a general condition for this Agreement:

If this Agreement was entered into between July 20, 1998, and July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws. 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, continued, or extended by the State.

**Form AG-GC(1/99)**

**301075**

STATE OF HAWAII — DEPARTMENT OF TAXATION  
**TAX CLEARANCE APPLICATION**  
PLEASE TYPE OR PRINT CLEARLY

FOR OFFICE USE ONLY	
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>02/18/1981</u>	
HAWAII RETURNS FILED IF APPLICABLE 19__ 19__ 19__	
STATE APPROVAL STAMP State of Hawaii APPROVED <u>R. K. Robinson</u> JAN 26 2000 per <u>[Signature]</u> Department of Taxation	
INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 26 2000 per <u>[Signature]</u> Pacific-Northwest District	
CERTIFIED COPY STAMP	

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant UNIQUE COMPUTER SYSTEMS, INC.  
Address 1100 Ward Avenue, Suite 1050  
City/State/Zip Code Honolulu, Hawaii 96814  
DBA/Trade Name THE LANGE GROUP

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 1 9 3 8 0 6  
FEDERAL EMPLOYER ID # 9 9 0 2 0 6 1 2 3  
SOCIAL SECURITY # \_\_\_\_\_

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> CORPORATION               | <input checked="" type="checkbox"/> S CORPORATION      | <input type="checkbox"/> TAX EXEMPT ORGANIZATION               |
| <input type="checkbox"/> INDIVIDUAL                | <input type="checkbox"/> PARTNERSHIP                   | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |  |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE *   |
| <input type="checkbox"/> REAL ESTATE LICENSE   | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING   | <input type="checkbox"/> PROGRESS PAYMENT   |
| <input type="checkbox"/> HAWAII STATE RESIDENCY  | <input type="checkbox"/> FEDERAL CONTRACT   |
| <input type="checkbox"/> SUBCONTRACT   | <input type="checkbox"/> OTHER _____        |
|  | <input type="checkbox"/> BULK SALES         |
|  | <input type="checkbox"/> PERSONAL           |
|  | <input type="checkbox"/> LOAN               |

\* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

5

6. SIGNATURE:

Yolanda H. Lindsey  
PRINT NAME  
[Signature]  
SIGNATURE

President  
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)  
1-26-00 (808) 545 - 1822 (808) 599 - 5264  
DATE TELEPHONE FAX

**POWER OF ATTORNEY.** If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

**PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.**

**SEE PAGE 2 ON REVERSE & INSTRUCTIONS.** Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

301076

# The Lange Group

Software Systems Analysis & Telecommunications Consulting


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## CERTIFICATION

I, Yolanda H. Lindsey, Secretary of Unique Computer Systems, Inc., a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting held on the twenty first day of January, 2000 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President is hereby authorized to execute on behalf of the Corporation, any bid, proposal, or contract for software and consulting services to be performed by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this twenty six day of January, 2000.

  
Secretary

SEAL

301077